

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:	§	
Johnson, Jerromy Laverne, et al	§	
	§	Confirmation No.: 7130
Serial No. 10/649,252	§	
	§	Group Art Unit: 3626
Filed: August 26, 2003	§	
	§	Examiner: Altschul, Amber L.
For: SYSTEM AND METHOD FOR	§	
ESTABLISHING RATES FOR A	§	
PROPERTY INSURANCE	§	
POLICY	§	

PRE-APPEAL BRIEF REQUEST FOR REVIEW

Mail Stop AF
Commissioner For Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Responsive to the Final Office Action dated February 8, 2008 and the Advisory Action, dated May 2, 2008 please consider the following remarks in connection with the pre-appeal brief request for review. Review of the final rejection is requested for the following reasons.

THE CITED REFERENCES FAIL TO TEACH ALL OF THE ELEMENTS OF THE CLAIMS.

Claims 1-6, 14, 16 and 18-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Jinks et al (U.S. Patent Application Publication No. 2002/0055862) (Jinks hereinafter), in view of Ogawa et al (U.S. Patent Application Publication No. 2001/0023404) (Ogawa hereinafter).

Claims 7-13, 15, 17 and 20-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Jinks, in view of Ogawa and further in view of ChoicePoint, 2002-01-24, [online], Retrieved from web.archive.org using the Internet <URL: <http://web.archive.org/web/20020124085629/http://www.choicepoint.net/>> (ChoicePoint hereinafter).

Applicants respectfully submit that these rejections are not applicable to the pending claims. A *prima facie* case of obviousness is missing, at least because there is no support for an obviousness rejection of the claimed subject matter as a whole because Jinks, Ogawa and ChoicePoint fail to disclose each element of the claims or to suggest the missing elements.

Independent claims 1, 14, and 18

In the Final Office Action dated January 9, 2008, the Office Action asserted with respect to independent claims 1, 14, and 18 that “[o]ne of ordinary skill in the art at the time the invention was made would have found it obvious to combine Jinks, and Ogawa’s teachings with the motivation of providing premium estimates from a plurality of insurance providers based on inputting conditions which affect the premium calculation.” (Pages 3, 5, and 7, Office Action mailed January 9, 2008). The Office Action further asserted with respect to independent claim 14 that “processing the insurance information in accordance with the respective underwriting rules to determine whether a premium quotation may be issued for each of the two or more insurance carriers.” (Page 5, Office Action mailed January 9, 2008).

The Applicants respectfully submit that neither Jinks, Ogawa, Choicepoint, nor any combination thereof, support a *prima facie* case of obviousness. To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Third, the prior art reference (or references when combined) must teach or suggest all the claim limitations. (MPEP §2143).

With respect to the third criteria, the Applicants respectfully submit that the references, at least, fail to teach “establishing a rate quote for a property insurance policy of a single insurance company for the applicant based on the tier placement of the applicant, wherein the tier placement results in one of a preferred rate quote, a standard rate quote, and a non-standard rate quote” as recited by independent claims 1 and 14. Applicants also respectfully submit that the references, at least, fail to teach “establishing a rate quote for a property insurance policy of a single membership organization for the applicant based on the tier placement of the applicant, wherein the tier placement results in one of a preferred rate quote, a standard rate quote, and a non-standard rate quote” as recited by independent claim 18.

The Examiner looks to Ogawa to teach providing premium estimates from a plurality of insurance providers. The only reference found in Ogawa relating to “a single insurance company” is found in paragraph 5, where, along with paragraph 6, Ogawa teaches away from reviewing insurance premiums of a single insurance company on that company’s web site. In this sense, Ogawa teaches that by having a lack of “compare commodities of various companies, it is necessary to individually access the web site of each company.” (See paragraph 6). Also, Ogawa teaches a single rate quote from each of the multiple insurance vendors and not a preferred rate quote, a standard rate quote, and a non-standard rate quote.

Thus, it is submitted that Ogawa teaches that an insurance broker gathers the established rates for multiple insurance companies and then the broker provides the rates to the customer or potential customer. To the contrary, the pending claims relate to one insurance company establishing property insurance rates for direct communication to one customer or potential customer and then providing the established rate to the customer or potential customer.

The Jinks reference also relates to “[a] system and method for interactively evaluating a commercial insurance risk in an interactive insurance server. Underwriting information comprising at least one underwriting rule corresponding to one or more classes of commercial insurance is received for a plurality of carriers at the interactive insurance server. . . . The interactive insurance server retrieves at least one underwriting rule corresponding to the commercial insurance class for each of two or more insurance carriers and processes the insurance information in accordance with the respective underwriting rules to determine whether a premium quotation may be issued for each of the two or more insurance carriers.” (See Abstract). Thus, it is submitted that both Ogawa and Jinks relate to providing premium estimates from a plurality of insurance providers. Conversely, claims 1, and 14 each recite, among other things, “establishing a rate quote for a property insurance policy of a single insurance company for the applicant based on the tier placement of the applicant, wherein the tier placement results in one of a preferred rate quote, a standard rate quote, and a non-standard rate quote” and amended claim 18 recites, among other things, “establishing a rate quote for a property insurance policy of a single membership organization for the applicant based on the tier placement of the applicant, wherein the tier placement results in one of a preferred rate quote, a standard rate quote, and a non-standard rate quote.” The Applicants again respectfully submit that the claims are not directed to providing premium estimates from a plurality of insurance providers based on inputting conditions which affect the premium calculation, as is taught by Ogawa and Jinks.

Additionally, it is submitted that Jinks inquires about prior **claims** and if they were over an amount. See Fig. 6a. Conversely, the pending claims inquire about a previous **paid loss history**. The rejection improperly assumes that a claim is always paid. It is submitted that just because a claim is made, the claim is not always paid, as the Examiner has improperly assumed. It is submitted that the deficiencies of Ogawa and Jinks are not remedied by ChoicePoint, which is cited generally for determining an insurance credit score.

The Examiner has stated on pages 11 and 12 of the Final Office Action mailed January 9, 2008 that “[i]t is readily apparent that Ogawa suggests ‘establishing a rate quote for a property insurance policy of a single insurance company’ (See Ogawa, page 1, para. 5)” and

that “[i]t is readily apparent that Jinks suggests ‘establishing a rate quote for a property insurance policy of a single membership organization’, (See Jinks, page 1, para. 2).” However, these remarks are respectfully traversed.

As discussed above, the present pending claims relate to providing an insurance rate quote coming from “a single insurance company” and from “a single membership organization.” Conversely, the cited sections of both Ogawa and Jinks teach creating an insurance quote by combining insurance quotes from multiple insurance companies, not a single insurance company, into a single quote for the customer. For example, the title of Ogawa is “TECHNIQUE FOR GENERATING INSURANCE PREMIUM QUOTES BY **MULTIPLE INSURANCE VENDORS** IN RESPONSE TO A SINGLE USER REQUEST.” Emphasis added. In addition, paragraphs [0006] and [0007] of Jinks respectively state “[t]he present invention, as described herein, comprises methods and systems for implementing an interactive insurance system that enables an agent to evaluate a commercial insurance risk based on underwriting information for **a plurality of carriers**” and “[a]ccording to an alternate embodiment of the present invention, a system is provided for interactively evaluating a commercial insurance risk based on underwriting information for **a plurality of insurance carriers**.” Emphasis added. Thus, it is clear that neither of these references teach establishing a rate quote for a property insurance policy of **a single insurance company or a single membership organization**, as recited in the pending claims and defined throughout the specification and figures for the pending application.

As discussed above, all limitations of the Applicants independent claims 1, 14, and 18 are not described, taught, or suggested in the above citations, either independently or in combination. Thus, the citations cannot support a 35 U.S.C. §103 rejection for the same. Accordingly, in view of these remarks, reconsideration and withdrawal of the rejections for independent claims 1, 14, and 18 is respectfully requested.

In view of the foregoing, the Applicants respectfully submit that independent claims 1, 14, and 18 are patentably defined over the citations of record. Further, the dependent claims 2-13, 15-17, and 19-21 should also be allowable for the same reasons as their respective base claims and further due to the additional features that they recite. Separate and individual consideration of the dependent claims is respectfully requested.

Other reasons for the patentability of all pending claims have been previously presented and will be maintained should the filing of an appeal brief become necessary.

PATENT

Docket No.: 11857.68 (US-0012.01)

Customer No.: 000068348

The Examiner is invited to call the undersigned at the below-listed telephone number if a telephone conference would expedite or aid the prosecution and examination of this application.

Respectfully submitted,



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CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being transmitted to the United States Patent and Trademark Office, via EFS-Web, on the date indicated below:

on

August 6, 2008
Date

Kim Reyes
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